

**STATE WATER CONTROL BOARD ENFORCEMENT ACTION
SPECIAL ORDER BY CONSENT
ISSUED TO
HONEYWELL INTERNATIONAL INC.
VWP PERMIT NO. 99-0888**

SECTION A: Purpose

This is a Consent Special Order issued under the authority of Va. Code §§ 10.1-1185 and 62.1-44.15(8a) and (8d), between the State Water Control Board and Honeywell International Inc. for the purpose of resolving certain alleged violations of environmental law and regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. “Va. Code” means the Code of Virginia (1950), as amended.
2. “Board” means the State Water Control Board, a permanent citizens’ board of the Commonwealth of Virginia as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
3. “Department” or “DEQ” means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
4. “Director” means the Director of the Department of Environmental Quality.
5. “Order” means this document, also known as a Consent Special Order.
6. “Honeywell” means Honeywell International Inc., formerly known as Allied Signal Inc., certified to do business in Virginia and its affiliates, partners, subsidiaries, and parents.

7. “Facility” means the Honeywell/Chesterfield Plant at 4101 Bermuda Hundred Road in Chesterfield County, Virginia.
8. “PRO” means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
9. “Permit” means Virginia Water Protection (VWP) Permit No. 99-0888 issued to AlliedSignal, Inc. which is now doing business as Honeywell International Inc.

SECTION C: Findings of Fact and Conclusions of Law

1. Honeywell owns and operates the Facility in Chesterfield County, Virginia. The Permit was issued to Honeywell on January 11, 2000 and will expire on January 11, 2005.
2. The Permit provides for the hydraulic maintenance dredging of no more than 3,000 cubic yards of material to a depth of –15 feet at mean sea level from an existing intake channel in the James River. The purpose of the project is to provide adequate depth (6 feet) below a water intake structure. The dredged material is to be placed in an adjacent spoil dewatering site.
3. In August 2001, Honeywell began dredging to maintain the river water intake structure. After the first dredging cycle was complete, it is reported that Honeywell determined from a post-dredge survey that the dredging operation in August had not removed all of the material allowed by the Permit.
4. In October 2001, Honeywell contacted DEQ to inquire if it was permissible to re-dredge in November 2001 in order to reach the allowed depth. At that time, DEQ was not informed by Honeywell that the concentration for total suspended solids (TSS) as described in Part I.B.14 of the Permit had been exceeded during the August dredging event, and consequently, DEQ made the decision that re-dredging was permissible as long as the Permit conditions limiting the dredging depth and volume were not cumulatively exceeded. Honeywell was reminded during the phone conversation of the overdue water quality monitoring report for the August 2001 dredging event as required by Part I.D.3 of the Permit. Honeywell requested to submit all dredging reports, required by Part I.D.3 and I.D.4 of the Permit, after the second dredging cycle was completed. DEQ agreed to this request provided Honeywell submitted the reports within the deadlines of the second dredging cycle. This agreement mandated that the I.D.3 reports would be due no later than December 27, 2001; and the I.D.4 reports would be due no later than February 25, 2002.
5. DEQ staff reviewed the Permit file in March 2002 and on April 1, 2002, reminded the Facility that the reports required under I.D.3 and I.D.4 had not been received by December 27, 2001 or February 25, 2002 from the August and November

2001 dredging events as agreed. Honeywell stated that the reports would be submitted to DEQ by April 15, 2002. The reports were received on April 11, 2002.

6. The water quality monitoring and dredge survey reports, required by Part I.D.3 and I.D.4 respectively, received by DEQ on April 11, 2002, revealed Part I.A.1 and Part I.B.14 of the Permit had been violated. Part I.A.1 authorizes the dredging of no more than 3000 cubic yards of material from the James River from an existing water intake channel to a depth of –15 feet at mean low water level as indicated in the Joint Permit Application for the Permit. The dredge survey report indicated that Honeywell had not dredged more than the 3000 cubic yards of material, but had dredged between 1 and 3 feet deeper than allowed by the Permit. Part I.B.14 requires that “the rate of dredging shall be controlled so that the return flow will not exceed 30 mg/L of total suspended solids (TSS) at any time. If this concentration is exceeded, the work must cease immediately and DEQ staff shall be notified”. The water quality monitoring reports indicated the TSS concentration on the return flow had exceeded the 30 mg/l concentration allowed at any time.
7. The water quality monitoring reports received by DEQ on April 11, 2002, contained TSS lab results that showed exceedences of the 30 mg/L of TSS concentration of the return flow during both the August and November dredging events.
8. DEQ records indicate that Honeywell failed to cease dredging to address the TSS exceedences of the return flow during either dredging event, or notify DEQ of the exceedences until the reports were received by DEQ on April 11, 2002.
9. DEQ issued a Notice of Violation (NOV) to Honeywell on June 17, 2002, for the above listed violations.
10. On July 1, 2002, DEQ received a written response to the NOV from Honeywell by letter dated June 28, 2002.

SECTION D: Agreement and Order

Accordingly, the Board, by virtue of the authority granted it in Va. Code § 62.1-44.15(8a) and (8d), orders Honeywell and Honeywell voluntarily agrees, to pay a civil charge of \$12,000.00 within 60 days of the effective date of the Order in settlement of the violations cited in this Order. The payment shall note the Federal Identification Tax Number for Honeywell. Payment shall be by check, certified check, money order, or cashier's check payable to ATreasurer of Virginia" and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 10150
Richmond, Virginia 23240

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Honeywell, for good cause shown by Honeywell, or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those violations specifically identified herein. This Order shall not preclude the Board or the Director from taking any action authorized by law, including, but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the Facility as may be authorized by law; and/or (3) taking subsequent action to enforce the terms of this Order. Nothing herein shall affect appropriate enforcement actions by other federal, state, or local regulatory authority, whether or not arising out of the same or similar facts; provided, however, Honeywell does not waive any rights it may have to object to enforcement actions by other federal, state or local regulatory authorities.
3. For purposes of this Order and subsequent actions with respect to this Order, Honeywell admits the jurisdictional allegations, but does not admit factual findings, and conclusions of law contained herein.
4. Honeywell consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Honeywell declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.*, and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein, except Honeywell reserves its rights to a hearing or other administrative proceeding authorized or required by law or to judicial review of any issue of fact or law contained in subsequent admendments to this Order issued by the Board without the consent of Honeywell. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.
6. Failure by Honeywell to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing

herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Honeywell shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Honeywell shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Honeywell shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director within 24 hours of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Honeywell. Notwithstanding the foregoing, Honeywell agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall terminate upon the Department's receipt of the payment described in Section D of this Order. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Honeywell from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.
12. By its signature below, Honeywell voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of _____, 2003

Robert G. Burnley, Director
Department of Environmental Quality

Honeywell voluntarily agrees to the issuance of this Order.

By: _____

Date: _____

Commonwealth of Virginia

City/County of _____

The foregoing document was signed and acknowledged before me this _____ day of
_____, 2003, by _____, who is

(name)
_____ of Honeywell, on behalf of Honeywell.
(title)

Notary Public

My commission expires: _____.

